

3-0538

Contract no. 244

02-02

A G R E E M E N T

BETWEEN

THE BOROUGH OF BERGENFIELD

AND

BERGENFIELD FIREMEN'S ASSOCIATION

F.M.B.A. LOCAL NO. 65

January 1, 1990 through December 31, 1991

LOCCKE & CORREIA, P.A.
24 SALEM STREET
HACKENSACK, NJ 07601
(201) 488-0880

C O P Y

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PREAMBLE

This Agreement, effective as of the first day of January, 1990, by and between the Borough of Bergenfield, New Jersey, hereinafter referred to as the "Borough", and Bergenfield Firemen's Benevolent Association, F.M.B.A. Local No. 65, hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

Section 1

The Borough hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all firemen employed by the Borough as members of the paid Fire Department.

Section 2

Unless otherwise indicated, the terms "fireman", "employee" or "employees" wherever used in this Agreement refer to all persons represented by the Association in the above defined bargaining unit.

ARTICLE II
MANAGEMENT AND FIREMEN RIGHTS

Section 1

The Borough hereby agrees that every paid fireman shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any fireman in the enjoyment of any rights, privileges, or benefits conferred upon firemen by the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et. seq., or other laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any fireman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

Section 2

Except as otherwise provided herein, the Borough hereby retains

and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- c. To suspend, promote, demote, transfer, assign, re-assign, discharge, or take any other disciplinary action for good and just cause according to law.

Section 3

Nothing contained herein shall be construed to deny or restrict either party of or in its rights, responsibilities, and authority, under N.J.S. Titles 11, 34, 40, and 40A or any other national, state, county or other applicable laws.

Section 4

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

Section 5

The Borough will not engage in any lockout of employees covered by this Agreement during the term thereof.

ARTICLE III

SALARIES

- A. Salaries for employees covered by this Agreement shall be as set forth on Schedule A annexed.
- B. Increments shall be paid in accordance with past practice.
- C. Any Firefighter/EMS who maintains EMT status, is a riding member of the Bergenfield Volunteer Ambulance Corps, and is approved by the Administrator to actively ride the ambulance during duty hours, will be entitled to a bonus of \$1000.00 per year.
- D. Fire Official
The Firefighter who is appointed to the position of Fire Official shall be paid an annual sum of \$3,000.00.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each fireman shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through eight (8) years of service	1% of base pay
Nine (9) through eleven (11) years of service	2% of base pay
Twelve (12) through fourteen (14) years of service	3% of base pay
Fifteen (15) through seventeen (17) years of service	4% of base pay
Eighteen (18) through twenty (20) years of service	5% of base pay
Twenty-one (21) through twenty-three (23) years of service	6% of base pay
Twenty-four (24) and thereafter years of service	8% of base pay

ARTICLE V

OVERTIME

Overtime shall be defined as work in excess of forty-five hours per week for all permanently assigned firefighter or nine hours per day for any temporary firefighter. For each such extra hour worked, overtime compensation shall be paid at one and one-half (1½) times the regular hourly base rate of pay as established by dividing the annual base rate of pay by 2,080 hours.

In the event that the Borough and the Fire Chief requires that the Bergenfield Volunteer Fire Department "standby" in the fire houses, on a paid basis, then the employees shall be given highest priority in being placed on "standby" service. Storm related standby duty shall be compensated on the basis of a three hour minimum.

Mandatory schooling or training undertaken after regular duty hours shall be compensated at the overtime rate or compensatory time off at the employees option. Compensatory time shall be calculated as one and one-half (1½) hour for each hour spent in the mandatory classes.

Overtime shall be paid in accordance with all applicable State and Federal regulations.

Incident Recall - Paid firefighters recalled due to an incident shall remain on paid duty overtime status until the Company is back in service or the incident is completed and the Company is dismissed, in either case it shall be compensated on the basis of a two (2) hour

minimum.

- Court or legal forum appearance after normal duty hours shall be compensated at the overtime rate and on the basis of a one (1) hour minimum.

Members accumulating compensatory time in excess of twenty (20) hours may receive monetary remuneration for the time in December of each year.

ARTICLE VI

CLOTHING ALLOWANCE

Each employee shall receive an annual clothing allowance in the amount of \$550.00 for 1990, and \$600.00 for 1991 .

This allowance shall cover the cost of maintaining a blue daily work uniform and a regulation dress uniform.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

Section 1

Each employee shall enjoy the following thirteen (13) holidays during each year of this Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Christmas Day	

Section 2

All employees shall be required to report for duty on the following holidays: Martin Luther King Day, Lincoln's Birthday, Columbus Day, Veteran's Day and Election Day when said holidays fall on a normal work day. Employees shall be compensated for such work in accordance with the overtime policy established in Article V.

Section 3

Each employee shall be entitled to two (2) personal leave days annually without loss of pay in accordance to any other time off provided for in this Agreement; may be used in one (1) hour increments.

ARTICLE VIII

INSURANCE AND DEATH BENEFITS

Section 1

Existing Blue Cross, Blue Shield and Dental Insurance benefits shall be continued for all active employees and employees who are retired and their eligible dependents during the term of this Agreement.

Section 2

The Borough agrees to extend to all active employees all insurance benefits provided to members.

Section 3

The Borough agrees to provide a full family prescription insurance program for each active employee.

Section 4

Eye Glass Reimbursement Program - The Borough will reimburse each employee for the cost of new lenses providing the employee is required to wear glasses on a full time basis, has broken the lens during his work shift, has submitted to the Borough his claim with the Optician bill and has been included on the list of eligible members which was furnished by the F.M.B.A. the Borough will pay the employee a maximum of \$90.00 for each claim and each employee shall

be entitled to a maximum of one (1) claim per year. When the lens is broken, the employee must submit the glasses to his Chief the same day. This reimbursement includes contact lenses in accordance with the above conditions.

Section 5

Should the Employer seek to change insurance carriers or if for any reason insurance change to any degree may be required then the Employer shall be required to give not less than ninety (90) days notice, whenever possible, to the F.M.B.A. of any intended change. Such ninety (90) day notice shall include at the time of notice a copy of the proposed changed provisions or policy.

ARTICLE IX

VACATIONS

Section 1

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Amount of Vacation Time in working Days</u>
1st year	1 day per month worked
2nd through 5th year	12 days
6th through 10th year	15 days
11th through 15th year	18 days
16th through 20th year	21 days
More than 20 years	25 days

Section 2

Where in any calendar year the vacation, or any part thereof, is not taken, a maximum of five days shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

ARTICLE X

COLLEGE TUITION REIMBURSEMENT

Section 1

Employees shall be reimbursed for the tuition cost of any fire service course undertaken as part of a fire science program at a State of New Jersey accredited college or university upon the successful completion of the course documented by a transcript establishing that a grade of "C" or better was obtained and proof that the tuition cost had been paid.

Section 2

~~Employees shall be reimbursed for the tuition cost of any~~
training program mandated by the State of New Jersey as a condition for maintaining their status as a paid firefighter.

Section 3

Employees shall be reimbursed for the tuition cost of any course or program for which they would have heretofore been entitled to tuition payment under the training budget of the Bergenfield Volunteer Fire Department without regard to their status within the Bergenfield Volunteer Fire Department.

ARTICLE XI
MISCELLANEOUS

Employees shall be entitled to a bonus of two (2) days pay upon the completion of one full calendar year of perfect attendance. Perfect attendance shall be defined as not being absent from work for any reason except vacation days or a death in the employees immediate family. Immediate family shall mean spouse, father, mother, son, daughter, brother or sister, mother-in-law and father-in-law.

Bereavement Leave

Employees shall be entitled to three days leave with pay upon the death of a member of his immediate family.

F.M.B.A. Activities

One (1) member of the Association, the State delegate or Local President, shall be permitted to attend all regular monthly meetings of the New Jersey State F.M.B.A. Attendance at the annual State F.M.B.A. convention shall be in accordance with State Statute.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

Section 2

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3

When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement or when a

aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1: The aggrieved employee, the President of the Association, or his duly authorized representative shall present and discuss the grievance or grievances orally with the Fire Chief or his duly designated representative. The Fire Chief shall answer the grievance orally within five (5) days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Fire Chief. This presentation shall set forth the position of the Association, or employee, and at the request of either party, discussions may ensue. The Fire Chief shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4: If the grievance has not been settled by the parties

at Step 3, the Association may, within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the employee or Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought and the Administrator's response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing. Such decision shall be conclusive and binding on the parties.

Section 4:

1. If the grievance is not settled through Steps 1, 2, 3 and 4, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Mayor and Council for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in paragraph A of this Article. ~~All other grievances end with the decision by the Mayor and Council.~~ An Arbitrator shall be selected pursuant to the Rules of the PERC.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to

him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the F.M.B.A.. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIII
TERMINAL LEAVE

Section 1

All employees who have served in the Borough for fifteen (15) years or more shall be entitled at retirement to terminal leave with pay in accordance with the following schedule:

15-19 years	3 months
20-24 years	4 months
25-29 years	5 months
30-34 years	6 months
35-39 years	7 months
40 years or more	8 months

~~Except as provided by Section 2 hereof, it is understood that~~
any employee who exercises his ordinary retirement privilege or ordinary disability retirement privilege prior to attaining 25 years of service shall not be entitled to the insurance benefits provided by the Borough for retired employees. It is understood and agreed that any employee seeking to retire prior to attaining 25 years of service, shall not be permitted to commence his retirement and terminal leave during the period from March 1st through Sept. 1st of
~~any calendar year.~~

Section 2

In the event an employee receives an accidental disability retirement for job-connected disability pursuant to N.J.S.A. 43:16A-

it is understood and agreed that insurance benefits provided by the Borough for retired employees shall be provided to such employees so long as the provision of such benefits is provided under New Jersey Law.

Section 3

Said terminal leave shall be exclusive of compensation for any vacation to which the employee may be entitled at retirement.

Section 4

During terminal leave status, said retiring employees shall not accrue payment or credit for vacation, personal day(s), sick day(s), or holiday(s).

ARTICLE XIV

SICK LEAVE

Section 1

Sick leave shall be granted to each employee in the amount equal to one full working year which shall be renewed annually but shall not accumulate past December 31st of each year. If an employee has utilized twelve months of continuous sick leave, the decision to continue sick leave shall rest solely with the Mayor and Council. If at any time during the term of this Agreement the Borough Administrator and Fire Chief determine that the sick leave policy is being abused, the parties agree that a policy of granting fifteen days per man per year, with unused days accumulating each year, shall be implemented immediately. Said decision shall not be grievable.

Section 2

In the event that the fifteen day policy is implemented due to sick leave abuse, the parties agree that each employee shall automatically be credited with fifteen (15) days credit for each year of employment.

ARTICLE XV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XVI

EXTRA CONTRACT AGREEMENTS

Section 1

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be effective January 1, 1990 and shall remain in full force and effect until December 31, 1991. In the event no new or substitute Agreement is entered into on or before December 31, 1991, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

Frank Heary

BOROUGH OF BERGENFIELD

[Signature]
MAYOR

ATTEST:

BERGENFIELD FIREMEN'S ASSOCIATION,
F.M.B.A. LOCAL NO. 65

Deleone P. Vecchiarelli
Dist. Bd. Clerk

George Brusch

SCHEDULE A

SALARIES

<u>Fireman</u>	<u>Effective 01/01/90</u>	<u>Effective 07/01/90</u>	<u>Effective 01/01/91</u>	<u>Effective 07/01/91</u>
Training (Until Firefighter I Certified)	\$23,546	\$24,487	\$25,467	\$26,868
First Year	24,659	25,646	26,672	28,139
Second Yr.	27,376	28,471	29,610	31,238
Third Year	33,854	35,208	36,617	38,630
Fourth Year	36,781	38,252	39,782	41,970
Fifth Year (Maximum)	39,846	41,439	43,097	45,467